

07/15/2019 10:19:10am

**Robert A. Higgins & Associates P.C.**  
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**IN THE UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION**

In re: **Charlie Ray Johnson, Jr.**  
 405 Crescent Creek Ln  
 Fort Worth, TX 76140

xxx-xx-7978

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Case No: **19-42551-MXM-1;**Date: **6/25/2019**

Chapter 13

Debtor(s)

**DEBTOR'S(S) CHAPTER 13 PLAN  
 (CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: Variable  
 Plan Term: 60 months  
 Plan Base: \$48,998.00  
 Applicable Commitment Period: 36 months

Value of Non-exempt property per § 1325(a)(4): \$800.00  
 Monthly Disposable Income per § 1325(b)(2): \$0.00  
 Monthly Disposable Income x ACP ("UCP"): \$0.00

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Case No: 19-42551-MXM-13  
 Debtor(s): **Charlie Ray Johnson, Jr.**

### MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

### SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

#### A. PLAN PAYMENTS:

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$500.00 per month, months 1 to 1.  
\$822.00 per month, months 2 to 60.

For a total of \$48,998.00 (estimated "*Base Amount*").

First payment is due 7/25/2019.

The applicable commitment period ("ACP") is 36 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:

\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:

\$800.00.

#### B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u> \$__ PER MO.
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- C. **ATTORNEY FEES:** To Robert A. Higgins and Associates, P.C., total: \$3,700.00;  
\$586.00 Pre-petition; \$3,114.00 disbursed by the *Trustee*.

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Debtor(s): **Charlie Ray Johnson, Jr.**

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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The Parks at Deer Creek Homestead	\$6,356.15	\$6,356.15	0.00%	Pro-Rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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AmeriCredit/GM Financial Vehicle	\$28,294.00	4.25%	Pro-Rata
Westcreek Fi Tires and Rims	\$2,014.00	0.00%	Pro-Rata

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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 Debtor(s): **Charlie Ray Johnson, Jr.**

**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
Crowley ISD	Homestead	\$2,562.45
Rushmore Loan Mgmt Srv	Homestead	\$176,671.00
Tarrant County Tax Collector	Homestead	\$2,457.77

**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
500 Fast Cash	\$0.00	
Ad Astra Recovery Service	\$572.00	
American Honda Finance	\$5,834.22	
BottomDollar Payday	\$0.00	
Capital Bank	\$117.00	
Capital One	\$519.00	
CBA Collection Bureau	\$211.00	
CCS/First National Bank	\$383.00	
Champion Finance dba Power Finance	\$1,042.19	
Check Into Cash	\$388.98	
Check N Go	\$0.00	

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Conns	\$1,410.00
Conns Appliances Inc	\$554.69
Conns Credit Corp	\$1,574.37
Continental Finance Co	\$463.00
Convergent Outsourcing, Inc.	\$580.00
Cottonwood Financial dba Cash Store	\$2,000.00
Credit One Bank	\$397.00
Credit Systems International, Inc	\$34.00
Dollar Quick	\$0.00
First Premier Bank	\$1,061.00
First Premier Bank	\$687.00
Get Cash USA Loan	\$0.00
Green Gate Servicing LLC	\$0.00
Greensky Loan Services	\$1,666.93
Hunter Warfield	\$135.00
Hyundai Motor Finance	\$11,931.00
Link Debt Recovery	\$136.00
Money Key	\$0.00
Netpay Advance	\$0.00
North Star Finance dba NorthCash	\$0.00
NTTA	\$388.51
Portfolio Recovery Associates, LLC	\$855.36
Portfolio Recovery Associates, LLC	\$614.35
Premier Bankcard/Charter	\$719.66
Premier Bankcard/Charter	\$1,061.76
Quantum3 Group LLC as agent for	\$269.30
Rise	\$1,291.00
Rooms To Go	\$1,667.00
Summit Account Resol	\$1,601.00
Webbank/Gettington	\$432.00
Wells Fargo Auto Finance	\$2,910.00

TOTAL SCHEDULED UNSECURED: \$43,507.32

The Debtor's(s) estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 2%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**SECTION II**  
**DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

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**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s)* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s)* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

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The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCH. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

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**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.



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#### **U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

#### **V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

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**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No: 19-42551-MXM-13  
Debtor(s): **Charlie Ray Johnson, Jr.**

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**SECTION III  
NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Attorney

\_\_\_\_\_  
Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Counsel

24097232

State Bar Number

07/15/2019 10:19:11am

Case No: 19-42551-MXM-13  
 Debtor(s): **Charlie Ray Johnson, Jr.**

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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the 15th day of July, 2019 :

(List each party served, specifying the name and address of each party)

Dated: July 15, 2019

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Counsel

500 Fast Cash  
 110 E Atlantic Ave Ste 220  
 Delray Beach, FL 33444

Capital Bank  
 xxxxxxxxxxxx6963  
 1 Church St  
 Rockville, MD 20850

Check Into Cash  
 201 Keith ST SW Ste 80  
 Cleveland, TN 37311

Ad Astra Recovery Service  
 xxx3107  
 7330 W 33rd St N Ste 118  
 Wichita, KS 67205

Capital One  
 xxxxxxxxxxxx9474  
 Attn: Bankruptcy  
 PO Box 30285  
 Salt Lake City, UT 84130

Check N Go  
 7755 Montgomery Rd  
 Cincinnati, OH 45236

American Honda Finance  
 xxxxx4636  
 1220 Old Alpharetta Rd S  
 Alpharetta, GA 30005

CBA Collection Bureau  
 xxx4319  
 25954 Eden Landing Rd  
 Hayward, CA 94545

Comenity Bank/Bealls  
 xxxxxxxxxxxx7585  
 PO Box 2974  
 Mission, KS 66201

AmeriCredit/GM Financial  
 xxxxxxx4707  
 Attn: Bankruptcy  
 PO Box 183853  
 Arlington, TX 76096

CCS/First National Bank  
 xxxxxxxxxxxx3231  
 500 E 60th St N  
 Sioux Falls, SD 57104

Conns  
 xxxxx2230  
 Attn: Bankruptcy Department  
 PO Box 815867  
 Dallas, TX 75234

Attorney General of Texas  
 Region 9 Bankruptcy Section  
 2001 Beach Street, Suite 700  
 Fort Worth, TX 76103-2315

Champion Finance dba Power Financial  
 PO Box 41439  
 Houston, TX 77241

Conns Appliances Inc  
 7978  
 P.O. Box 2358  
 Beaumont, TX 77704

BottomDollar Payday  
 Hunkins Waterfornt Plaza  
 Main Street, Suite 556  
 Charleston, Nevis  
 West Indies

Charlie Ray Johnson, Jr.  
 405 Crescent Creek Ln  
 Fort Worth, TX 76140

Conns Credit Corp  
 xxxxx2230  
 3295 College St  
 Beaumont, TX 77701

07/15/2019 10:19:11am

Case No: 19-42551-MXM-13  
 Debtor(s): **Charlie Ray Johnson, Jr.**

Continental Finance Co  
 xxxxxxxxxxxx7584  
 PO Box 8099  
 Newark, DE 19714

First Premier Bank  
 xxxxxxxxxxxx7466  
 601 S Minnesota Ave  
 Sioux Falls, SD 57104

Money Key  
 3422 Old Capital Trail Ste 1613  
 Wilmington, DE 19808

Convergent Outsourcing, Inc.  
 xxxx7608  
 Attn: Bankruptcy  
 PO Box 9004  
 Renton, WA 98057

First Premier Bank  
 xxxxxxxxxxxx0165  
 601 S Minnesota Ave  
 Sioux Falls, SD 57104

Netpay Advance  
 940 N Tyler Rd  
 Wichita, KS 67212

Cottonwood Financial dba Cash Store  
 3206 Sycamore School Rd  
 Fort Worth, TX 76133

Get Cash USA Loan  
 125 N Halstad St Fl 4  
 Chicago, IL 60661-2154

North Star Finance dba NorthCash  
 PO Box 498  
 Hays, MT 59527

Credit One Bank  
 xxxxxxxxxxxx5824  
 ATTN: Bankruptcy Department  
 PO Box 98873  
 Las Vegas, NV 89193

Green Gate Servicing LLC  
 600 F Street, Ste 3 #721  
 Arcata, CA 95521

NTTA  
 xxxxxxxx xxxxunts  
 PO Box 660244  
 Dallas TX 75266

Credit Systems International, Inc  
 xxxxx7180  
 Attn: Bankruptcy  
 PO Box 1088  
 Arlington, TX 76004

Greensky Loan Services  
 4310  
 PO BOX 9333614  
 Atlanta, GA 31193

Oak View Law Group  
 4966 El Camino Real, STE 225  
 Los Altos, CA 94022

Crossriver / Rooms To Go  
 1797 N East Expy Ne  
 Atlanta, GA 30329

Hunter Warfield  
 xxx1709  
 4620 Woodland Corporate  
 Tampa, FL 33614

Portfolio Recovery Associates, LLC  
 c/o Capital One  
 POB 41067  
 Norfolk VA 23541

Crowley ISD  
 c/o Perdue Brandon Fielder et al  
 500 East Border Street, Suite 640  
 Arlington, TX 76010

Hyundai Motor Finance  
 xxxxxxxxxxxx0356  
 Attn: Bankruptcy  
 PO Box 20829  
 Fountain City, CA 92728

Power Finance  
 1303 N Collins #417  
 Arlington, TX 76011

Dollar Quick  
 299 S Main St Ste 1300  
 Salt Lake City, UT 84111

Link Debt Recovery  
 xx5324  
 Attn: Bankruptcy Dept  
 9543 South 700 East Suite 200  
 Sandy, UT 84070

Premier Bankcard/Charter  
 P.O. Box 2208  
 Vacaville, CA 95696

07/15/2019 10:19:11am

Case No: 19-42551-MXM-13  
Debtor(s): **Charlie Ray Johnson, Jr.**

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Premier Bankcard/Charter  
7466  
P.O. Box 2208  
Vacaville, CA 95696

The Parks at Deer Creek  
0005  
3102 Oak Lawn Ste 202  
Dallas, TX 75221

Quantum3 Group LLC as agent for  
Comenity Bank  
PO Box 788  
Kirkland, WA 98083-0788

Tim Truman  
6851 NE Loop 820, Suite 300  
N. Richland Hills, TX 76180

Rise  
xxxx3678  
4150 International Suite 300  
Fort Worth, TX 76109

Webbank/Gettington  
xxxxxxxxxxxx7762  
Attn: Bankruptcy  
6250 Ridgewood Rd  
Saint Cloud, MN 56301

Rooms To Go  
xxxxxxxxxxxx4310  
Bankruptcy Dept  
11540 Highway 92 East  
Seffner, FL 33584

Wells Fargo Auto Finance  
xxxxxxxxxxxx0001  
Attn: Bankruptcy  
PO Box 29704  
Phoenix, AZ 85038

Rushmore Loan Mgmt Srvc  
xxxxxxxxxx4966  
Attn: Bankruptcy  
PO Box 55004  
Irvine, CA 92619

Westcreek Fi  
xxxx22X3  
Attn: Bankruptcy  
Po Box 5518  
Glen Allen, VA 23058

Summit Account Resol  
xxxxxxxxxxxx3816  
Po Box 131  
Champlin, MN 55316

Tarrant County Tax Collector  
Delinquent Tax Department  
100 E. Weatherford Street  
Fort Worth, TX 76196

Tarrant County Tax Collector  
C/o Linebarger Goggan Blair &  
Sampson  
2777 N. Stemmons Freeway, Suite  
1000  
Dallas, TX 75207

Label Matrix for local noticing  
0539-4  
Case 19-42551-mxm13  
Northern District of Texas  
Ft. Worth  
Mon Jul 15 10:29:43 CDT 2019

501 W. Tenth Street  
Fort Worth, TX 76102-3637

Crowley ISD  
c/o Perdue Brandon Fielder Et Al  
500 E. Border Street  
Suite 640  
Arlington, TX 76010-7457

500 Fast Cash  
110 E Atlantic Ave Ste 220  
Delray Beach, FL 33444-3759

Tarrant County  
Linebarger Goggan Blair & Sampson, LLP  
c/o Sherrel K. Knighton  
2777 N. Stemmons Frwy  
Suite 1000  
Dallas, TX 75207-2328

Ad Astra Recovery Service  
7330 W 33rd St N Ste 118  
Wichita, KS 67205-9370

AmeriCredit-GM Financial  
Attn: Bankruptcy  
PO Box 183853  
Arlington, TX 76096-3853

(p)AMERICAN HONDA FINANCE  
P O BOX 168088  
IRVING TX 75016-8088

Attorney General of Texas  
Region 9 Bankruptcy Section  
2001 Beach Street, Suite 700  
Fort Worth, TX 76103-2315

BottomDollar Payday  
Hunkins Waterfornt Plaza  
Main Street, Suite 556  
Charleston, Nevis  
West Indies

CBA Collection Bureau  
25954 Eden Landing Rd  
Hayward, CA 94545-3837

CCS-First National Bank  
500 E 60th St N  
Sioux Falls, SD 57104-0478

Capital Bank  
1 Church St  
Rockville, MD 20850-4190

Capital One  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130-0285

(p)CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

Champion Finance dba Power Finance  
PO Box 41439  
Houston, TX 77241-1439

Check Into Cash  
201 Keith ST SW Ste 80  
Cleveland, TN 37311-5867

Check N Go  
7755 Montgomery Rd  
Cincinnati, OH 45236-4197

Comenity Bank-Bealls  
PO Box 2974  
Mission, KS 66201-1374

Conn's  
Attn: Bankruptcy Department  
PO Box 815867  
Dallas, TX 75381-5867

Conn's Appliances Inc  
P.O. Box 2358  
Beaumont, TX 77704-2358

Conn's Credit Corp  
3295 College St  
Beaumont, TX 77701-4611

Continental Finance Co  
PO Box 8099  
Newark, DE 19714-8099

Convergent Outsourcing, Inc.  
Attn: Bankruptcy  
PO Box 9004  
Renton, WA 98057-9004

Cottonwood Financial dba Cash Store  
3206 Sycamore School Rd  
Fort Worth, TX 76133-7775

Cottonwood Financial  
PO Box 5077  
Sioux Falls, SD 57117-5077

Credit One Bank  
ATTN: Bankruptcy Department  
PO Box 98873  
Las Vegas, NV 89193-8873

Credit Systems International, Inc  
Attn: Bankruptcy  
PO Box 1088  
Arlington, TX 76004-1088

Crossriver - Rooms To Go  
1797 N East Expy Ne  
Atlanta, GA 30329-7803

Crowley ISD  
c/o Perdue Brandon Fielder et al  
500 East Border Street, Suite 640  
Arlington, TX 76010-7457

Dollar Quick  
299 S Main St Ste 1300  
Salt Lake City, UT 84111-2241

Fay Servicing  
939 W North Ave Ste 680  
Chicago, IL 60642-1231

First Premier Bank  
601 S Minnesota Ave  
Sioux Falls, SD 57104-4868

Get Cash USA Loan  
125 N Halstad St Fl 4  
Chicago, IL 60661-2154

Green Gate Servicing LLC  
600 F Street, Ste 3 No. 721  
Arcata, CA 95521-6301

Greensky Loan Services  
PO BOX 9333614  
Atlanta, GA 31193-0001

Hunter Warfield  
4620 Woodland Corporate  
Tampa, FL 33614-2415

Hyundai Capital America  
10550 Talbert Ave  
Fountain Valley, CA 92708-6032

Hyundai Motor Finance  
Attn: Bankruptcy  
PO Box 20829  
Fountain City, CA 92728-0829

Hyundai Motor Finance  
P.O. Box 20809  
Fountain Valley, CA 92728-0809

Link Debt Recovery  
Attn: Bankruptcy Dept  
9543 South 700 East Suite 200  
Sandy, UT 84070-3496

Money Key  
3422 Old Capital Trail Ste 1613  
Wilmington, DE 19808-6124

NTTA  
PO Box 660244  
Dallas TX 75266-0244

Netpay Advance  
940 N Tyler Rd  
Wichita, KS 67212-3265

North Star Finance dba NorthCash  
PO Box 498  
Hays, MT 59527-0498

Oak View Law Group  
4966 El Camino Real, STE 225  
Los Altos, CA 94022-1459

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Power Finance  
1303 N Collins No. 417  
Arlington, TX 76011-5040

Premier Bankcard-Charter  
P.O. Box 2208  
Vacaville, CA 95696-8208

Quantum3 Group LLC as agent for  
Comenity Bank  
PO Box 788  
Kirkland, WA 98083-0788

Rise  
4150 International Suite 300  
Fort Worth, TX 76109-4819

Robert A. Higgins and Associates, P.C.  
8200 Camp Bowie W Blvd  
Fort Worth, TX 76116-6321

Rooms To Go  
Bankruptcy Dept  
11540 Highway 92 East  
Seffner, FL 33584-7346

Rushmore Loan Mgmt Srv  
Attn: Bankruptcy  
PO Box 55004  
Irvine, CA 92619-5004

Summit Account Resol  
Po Box 131  
Champlin, MN 55316-0131

Tarrant County Tax Collector  
CO Linebarger Goggan Blair & Sampson  
2777 N. Stemmons Freeway, Suite 1000  
Dallas, TX 75207-2328

Tarrant County Tax Collector  
Delinquent Tax Department  
100 E. Weatherford Street  
Fort Worth, TX 76196-0206

The Parks at Deer Creek  
3102 Oak Lawn Ste 202  
Dallas, TX 75219-6400

United States Trustee  
1100 Commerce Street  
Room 976  
Dallas, TX 75242-0996

Webbank-Gettington  
Attn: Bankruptcy  
6250 Ridgewood Rd  
Saint Cloud, MN 56303-0820



Wells Fargo  
PO Box 29704  
Phoenix, AZ 85038-9704

Wells Fargo Auto Finance  
Attn: Bankruptcy  
PO Box 29704  
Phoenix, AZ 85038-9704

Westcreek Fi  
Attn: Bankruptcy  
Po Box 5518  
Glen Allen, VA 23058-5518

Charlie Ray Johnson Jr.  
405 Crescent Creek Ln  
Fort Worth, TX 76140-6588

Tim Truman  
6851 N.E. Loop 820, Suite 300  
N Richland Hills, TX 76180-6608

Vince Michael Vela  
Robert A. Higgins & Associates, P.C.  
8200 Camp Bowie West Boulevard  
Fort Worth, TX 76116-6321

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

American Honda Finance  
1220 Old Alpharetta Rd S  
Alpharetta, GA 30005

(d)American Honda Finance Corporation  
National Bankruptcy Center  
P.O. Box 168088  
Irving, TX 75016-8088

Capital One  
PO Box 85520  
Richmond, VA 23285

Portfolio Recovery Associates, LLC  
CO Capital One  
POB 41067  
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Fay Servicing  
939 W North Ave., Ste. 680  
Chicago, IL 60642-1231

(u)Sheresha Johnson

(d)Tarrant County  
Linebarger Goggan Blair & Sampson, LLP  
c/o Sherrel K. Knighton  
2777 N. Stemmons Frwy  
Suite 1000  
Dallas, TX 75207-2328

End of Label Matrix  
Mailable recipients 65  
Bypassed recipients 3  
Total 68

07/15/2019 10:19:11am

**Robert A. Higgins & Associates P.C.**  
 8200 Camp Bowie West  
 Fort Worth, TX 76116

Bar Number: **24097232**  
 Phone: **(817) 924-9000**

**IN THE UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF TEXAS**  
**FORT WORTH DIVISION**  
 Revised 10/1/2016

IN RE: **Charlie Ray Johnson, Jr.**  
 405 Crescent Creek Ln  
 Fort Worth, TX 76140

xxx-xx-7978

§  
§  
§  
§  
§

CASE NO: **19-42551-MXM-13**

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS**      DATED: **6/25/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	Variable Plan Payments. See Monthly Schedule below.*	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$49.50	See below*
Filing Fee	\$0.00	See below*
Noticing Fee	\$57.75	See below*
<b>Subtotal Expenses/Fees</b>	<b>\$112.25</b>	<b>See below*</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$387.75</b>	<b>See below*</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$0.00**

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
------	------------	------------	------------------	---------------------	----------------

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$0.00**

07/15/2019 10:19:11am

Case No: 19-42551-MXM-13  
 Debtor(s): Charlie Ray Johnson, Jr.

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**  
 Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$0.00**  
 Debtor's Attorney, per mo: **\$387.75**  
 Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**  
 Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$0.00**  
 Debtor's Attorney, per mo: **See Monthly Schedule below\***  
 Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**\*Monthly Schedule**

Month	Plan Payment	Account Balance Reserve	Trustee Percentage Fee	Filing Fees	Noticing Fees	Subtotal Expenses/Fees	Available	Available for APD	Available for Attorney
1	\$500.00	\$5.00	\$49.50	\$0.00	\$57.75	\$112.25	\$387.75	\$0.00	\$387.75
2	\$822.00		\$82.20			\$82.20	\$739.80	\$0.00	\$739.80
3	\$822.00		\$82.20			\$82.20	\$739.80	\$0.00	\$739.80
4	\$822.00		\$82.20			\$82.20	\$739.80	\$0.00	\$739.80
5	\$822.00		\$82.20			\$82.20	\$739.80	\$0.00	\$506.85

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 7/15/2019

/s/ Vince M. Vela

Attorney for Debtor(s)